

UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE

In re:

AKORN HOLDING COMPANY LLC, et al.

*Debtors.*

Chapter 7

Case No. 23-10253 (KBO)

(Jointly Administered)

Related Doc No. 146

**OBJECTION OF MANAGED HEALTH CARE ASSOCIATES, INC. TO NOTICE OF  
EXECUTORY CONTRACTS AND UNEXPIRED LEASES THAT MAY BE ASSUMED  
AND ASSIGNED, PURSUANT TO SECTION 365 OF THE BANKRUPTCY CODE, IN  
CONNECTION WITH THE SALE OF SUBSTANTIALLY ALL OF THE DEBTORS'  
ASSETS, AND THE PROPOSED CURE AMOUNTS**

Creditor and Executory Contract Counter-Party Managed Health Care Associates, Inc. (“MHCA”), by and through undersigned counsel, files this reservation of rights and objection to the proposed cure amount indicated in the *Notice of Executory Contracts and Unexpired Leases that May be Assumed and Assigned, Pursuant to Section 365 of The Bankruptcy Code, in Connection with the Sale of Substantially all of the Debtors’ Assets, and the Proposed Cure Amounts* (the “Cure Amount Notice”) filed by the Debtors on May 1, 2023. [Doc. 146.] In support of this Objection, MHCA states the following:

1. On May 1, 2023, the Debtor filed the Cure Amount Notice. The Cure Amount Notice identifies executory contracts that may be assumed and assigned to the winning bidder and proposes cure amounts to be paid to each counterparty as required by 11 U.S.C. § 365(b)(1).

2. Pursuant to Bankruptcy Code section 365(b)(1), prior to assuming an executory contract, a debtor-in-possession must (a) cure or provide adequate assurance that it will promptly cure all defaults under the assumed contract; and (b) provide adequate assurance of future performance under an assumed contract. 11 U.S.C. § 365(b)(1).

3. The Cure Amount Notice indicates the proposed cure amount to be paid to MHCA is \$0. (Cure Amount Notice at Ex. 1, p. 10.)

4. The Debtor entered into an agreement with MHCA, pursuant to which Debtor offers products to MHCA's group purchasing organization's members, all in accordance with the parties' Purchasing Agreement for Pharmaceuticals dated May 1, 2017 (the "MHCA Agreement"). The MHCA Agreement was in effect continuously prior to, and since, although with increasingly limited activity, the filing of this Chapter 7.

5. As of the date of this Objection, the correct cure amount due to MHCA from the Debtor for assumption and/or assignment of the MHCA Agreement is \$63,945.33. MHCA has supporting documentation to evidence this cure amount and will provide it upon request and proper protection of its proprietary information.

6. MHCA therefore objects to the cure amount stated in the Cure Amount Notice as inaccurate.

7. Accordingly, MHCA respectfully requests that the Court (a) deny approval of the Cure Amount Notice solely as to the MHCA Agreement, or, alternatively, require that the Debtor amend the Cure Amount Notice as to the MHCA Agreement consistent with this objection; and (b) grant Managed Health Care Associates, Inc. such other and further relief to which it may be entitled.

Dated: May 19, 2023

Respectfully submitted,  
A.M. SACCULLO LEGAL, LLC

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